

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Quiet Vines Homeowners Association
432 Callery Pear Court, Conroe, TX 77304

Recorded in the Official Public Records of Montgomery County, Texas, on June 12, 1998, and amended by instruments recorded September 3, 2011 and April 16, 2019.

ARTICLE I. DEFINITIONS

- 1.1 "Association" means Quiet Vines Homeowners Association, a Texas nonprofit corporation, its successors and assigns.
- 1.2 "Owner" means the record owner, whether one or more persons, of fee simple title to any Lot.
- 1.3 "Properties" means the 240 Lots and the Common Area shown on the recorded plat of Quiet Vines, Sections One and Two.
- 1.4 "Common Area" means the pool, clubhouse, park, trail, entry monuments, detention areas and landscape reserves owned by the Association.

ARTICLE II. PROPERTY RIGHTS

- 2.1 Every Owner has a right and easement of enjoyment in the Common Area, subject to the rules adopted by the Board and to suspension for any period during which an assessment remains unpaid more than 60 days.

ARTICLE III. MEMBERSHIP AND VOTING

- 3.1 Every Owner is a member of the Association. Membership is appurtenant to and may not be separated from ownership of a Lot.
- 3.2 Each Lot carries one vote. Where a Lot is owned by more than one person, the vote is cast as they among themselves determine.

ARTICLE IV. ASSESSMENTS

- 4.1 Each Owner covenants to pay annual assessments and any special assessments, together with interest, costs and reasonable attorney fees, which are a charge on the Lot and a continuing lien.
- 4.2 The annual assessment is set by the Board and is payable in quarterly installments on January 1, April 1, July 1 and October 1. The Board may not increase the annual assessment by more than ten percent in any year without the approval of a majority of the votes cast at a meeting called for that purpose.
- 4.3 Any installment not paid within 30 days of its due date bears interest at ten percent per annum and a late charge of \$25.

ARTICLE V. ARCHITECTURAL CONTROL

- 5.1 No building, fence, wall, pool, structure or exterior alteration visible from any street or neighboring Lot shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, color and location have been submitted to and approved in writing by the Architectural Review Committee.
- 5.2 The Committee shall approve or disapprove within 30 days after receipt of a complete application. Failure to respond within 30 days is deemed approval.
- 5.3 Setbacks. No structure shall be located nearer than 25 feet to the front Lot line, 5 feet to a side Lot line, or 10 feet to the rear Lot line.

ARTICLE VI. USE RESTRICTIONS

- 6.1 Residential use. Each Lot shall be used for single-family residential purposes only. Home occupations that generate no customer traffic, signage or noise are permitted.
- 6.2 Leasing. A Lot may be leased only in its entirety and for an initial term of not less than six months. The Owner shall give the Association the tenant names and lease term within ten days.
- 6.3 Animals. No animals other than a reasonable number of common household pets, not to exceed four dogs and cats in total, may be kept, and none may be bred or kept for commercial purposes.

6.4 Vehicles. No boat, trailer, recreational vehicle or commercial vehicle over one ton shall be parked or stored on any Lot except within an enclosed garage or behind the front building line and screened from view from the street, and none on the street overnight.

6.5 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor anything that may become an annoyance or nuisance to the neighborhood.

6.6 Fences. Fences shall be constructed of cedar or wrought iron, shall not exceed six feet in height, and shall not extend forward of the front wall of the residence.

6.7 Signs. No sign shall be displayed except one professional sign of not more than five square feet advertising the property for sale or rent, political signs as permitted by Section 202.009 of the Texas Property Code, and security signs.

6.8 Garbage. Trash shall be kept in sanitary containers stored out of view from the street except on collection days.

ARTICLE VII. GENERAL PROVISIONS

7.1 Enforcement. The Association or any Owner may enforce these covenants by any proceeding at law or in equity. Failure to enforce any covenant is not a waiver of the right to do so thereafter.

7.2 Term. These covenants run with the land for 30 years from the date recorded and renew automatically for successive ten-year periods unless terminated by an instrument signed by two-thirds of the Owners.

7.3 Amendment. This Declaration may be amended by an instrument approved by not less than 67 percent of the votes in the Association and recorded in Montgomery County.

Executed by the Declarant, Vineyard Land Partners, Ltd., on June 10, 1998, and accepted by the Association on the same date.